



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contracts for Heating, Ventilation, and Air Conditioning (HVAC) Equipment for Lodi Public Library to Intech Mechanical, Inc., of Roseville (\$181,154) and to Joseph H. Schauf Company, of Campbell (\$71,157)

MEETING DATE: August 6, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contracts for the Heating, Ventilation, and Air Conditioning (HVAC) Equipment for Lodi Public Library to Intech Mechanical, Inc., of Roseville, in the amount of \$181,154 and to Joseph H. Schauf Company, of Campbell, in the amount of \$71,157.

BACKGROUND INFORMATION: This project consists of providing the new 120-ton chiller, cooling tower, tower filter, boiler, and plate and frame heat exchanger that will be needed to replace the Library's aged HVAC system.

This equipment was bid separately from the installation contract in order to meet the City's schedule for fall installation, to accommodate the eight to ten week lead time necessary to procure the equipment, and to save an estimated 15-20% mark-up that would be added to the purchase price if the equipment was provided by the installation contractor. The bids were structured so as to give the City flexibility to award contracts based on price and delivery by separate equipment components.

The total HVAC project cost is estimated to be \$650,000. This amount includes design engineering, construction management fees, equipment purchases, installation of the energy management controls system, contingencies and hazardous materials testing. A separate installation contract will follow the purchase of the equipment.

Specifications for this project were approved on June 18, 2008. The City received the following three bids for this project on July 23, 2008. A copy of the bid tabulation is attached.

Bidder	Location	Bid
Engineer's Estimate		\$177,630
Intech Mechanical (items 1, 2, & 7)	Roseville	\$181,154
Schauf Company (items 3 & alt, 4, 5, & 6)	Campbell	\$ 71,157
Champion (items 1 thru 7)	Modesto	\$264,705

FISCAL IMPACT: Replacing the HVAC system will save operational costs currently associated with the outdated, failing HVAC equipment. Having the

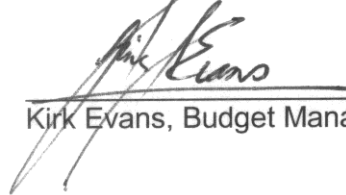
APPROVED:


Blair King, City Manager

equipment as "Owner Supplied" in the HVAC Installation contract will save the City of Lodi the typical contractor mark-up.

FUNDING AVAILABLE:

The money for this project will be coming from the Library HVAC Capital Account (211813) and the Public Benefits Fund (164605). applying the same formula of \$.15 per Kwh saved as calculated for major commercial accounts that receive Public Benefits funds, with a \$20,000 maximum.


Kirk Evans, Budget Manager
F. Wally Sandelin
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager

FWS/DJC/pmf

Attachment

cc: D. Stephen Schwabauer, City Attorney
Purchasing Officer
Nancy Martinez, Library Services Manager
George Morrow, Electric Utility Director
Rob Lechner, Customer Services and Programs Manager
Wes Fujitani, Senior Civil Engineer
Intech Mechanical
Schauf Company
Fred Rolfes, Rolfes Engineering, Inc.

CITY OF LODI

Public Works Department

Tabulation of bids received July 23, 2008

PROJECT: LODI PUBLIC LIBRARY HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) EQUIPMENT

Item	Description	Qty	Unit	Engineer's Estimate	Intech Mech Roseville	Champion Modesto	Schauf Co. Campbell
				Price	Price	Price	Price
1	Furnish and Deliver Chiller Delivery Time	1	LS	\$120,000.00	\$148,566.00 12 Weeks	(\$139,455.00) 12-14 Weeks	No Bid
2	Assemble Chiller	1	LS	\$3,000.00	N/A	Included	No Bid
3	Cooling Tower	1	LS	\$14,000.00	N/A	(\$18,200.00)	\$22,358.00
	Add Cold Water Basin	1	LS		N/A	\$13,247.00	\$11,724.00
	Delivery Time					7 weeks	6-8 Weeks
4	Liquid-Solids Separation System Delivery Time	1	LS	\$3,500.00	N/A	(\$5,200.00) 7 weeks	\$7,752.00 6-8 Weeks
5	Non-Chemical Cooling Tower Water Treatment Delivery Time	1	LS	\$10,000.00	N/A	(\$15,100.00) 7 weeks	\$18,875.00 6-8 Weeks
6	Plate and Frame Heat Exchanger Delivery Time	1	LS	\$7,500.00	N/A	(9,300.00) 7 weeks	12,359.00 6-8 Weeks
7	Boiler Delivery Time	1	LS	\$19,630.00	\$32,588.00 8-9 Weeks	(\$26,753.00) 9-10 Weeks	No Bid
Package Price All Quoted Items				\$ 177,630.00	181,154.00	\$ 264,705.00	\$ 71,157.00
Package Price All Quoted Items- No Cold Water Basin						\$ 251,458.00	\$ 59,433.00
Items 1, 2 and Item 7					\$181,154.00	\$ 186,205.00	
Items 3 (with cold water basin), 4, 5, and 6						\$ 98,497.00	\$ 71,157.00

**LODI PUBLIC LIBRARY HEATING, VENTILATION
AND AIR CONDITIONING (HVAC) EQUIPMENT**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and JOSEPH H. SCHAUF COMPANY, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

The work consists of furnishing, delivering and assembling a new 120-ton chiller, cooling tower, liquid-solids separation system, boiler, plate and frame heat exchanger to the Lodi Public Library, and other incidental and related work, all as shown on the specifications for the above project. NOTE: Removal of existing equipment and installation of new equipment is NOT included but will be included as part of a separate contract.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
3.	Cooling Tower	LS	1	\$ 22,358.00	\$22,358.00
	Stainless Steel Cold Water Basin	LS	1	\$ 11,724.00	\$11,724.00
				Delivery Time: 6-8 Weeks	
4.	Liquid-Solids Separation System	LS	1	\$ 7,752.00	\$ 7,752.00
				Delivery Time: 6-8 Weeks	
5.	Non-Chemical Cooling Tower Water Treatment	LS	1	\$ 18,875.00	\$18,875.00
				Delivery Time: 6-8 Weeks	
6.	Plate and Frame Heat Exchanger	LS	1	\$ 12,359.00	\$12,359.00
				Delivery Time: 6-8 Weeks	
				TOTAL	\$71,157.00"

*Purchase all four items under a single purchase contract for the reduced price of \$71,157.

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - THE CONTRACTOR AGREES TO COMMENCE WORK ON THE DATE STIPULATED IN THE NOTICE TO PROCEED, AFTER BOTH PARTIES HAVE SIGNED THE CONTRACT, AND TO COMPLETE THE WORK WITHIN 60 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____

Blair King
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



**LODI PUBLIC LIBRARY HEATING, VENTILATION
AND AIR CONDITIONING (HVAC) EQUIPMENT**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California. herein referred to as the "City," and INTECH MECHANICAL, INC., herein referred to as the "contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
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Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor,

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

The work consists of furnishing, delivering and assembling a new 120-ton chiller, cooling tower, liquid-solids separation system, boiler, plate and frame heat exchanger to the Lodi Public Library, and other incidental and related work, all as shown on the specifications for the above project. NOTE: Removal of existing equipment and installation of new equipment is NOT included but will be included as part of a separate contract.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Furnish and Deliver Chiller	LS	1	\$148,566.00	\$ 148,566.00
				Delivery Time: 12 Weeks	
2.	Assemble Chiller	LS	1	\$ 0.00	\$ 0.00
7.	Boiler	LS	1	\$ 32,588.00	\$ 32,588.00
				Delivery Time: 8-9 Weeks	
				TOTAL	\$ 181,154.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - THE CONTRACTOR AGREES TO COMMENCE WORK ON THE DATE STIPULATED IN THE NOTICE TO PROCEED, AFTER BOTH PARTIES HAVE SIGNED THE CONTRACT, AND TO COMPLETE THE WORK WITHIN 60 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____

Blair King
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2008-146

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING CONTRACTS FOR HEATING,
VENTILATION, AND AIR CONDITIONING
EQUIPMENT FOR LODI PUBLIC LIBRARY

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 23, 2008, at 11:00 a.m. for the heating, ventilation, and air conditioning (HVAC) equipment for the Lodi Public Library, described in the specifications therefore approved by the City Council on June 18, 2008; and

WHEREAS, said bid has been checked and tabulated and a report thereof filed with the City Manager as follows:

<u>Bidder</u>	<u>Location</u>	<u>Bid</u>
Intech Mechanical (items 1, 2, & 7)	Roseville	\$181,154
Schauf Company (items 3 & alt, 4, 5, & 6)	Campbell	\$ 71,157
Champion (items 1 thru 7)	Modesto	\$264,705

WHEREAS, the bids were structured so as to give the City flexibility to award contracts based on price and delivery by separate equipment components; and

WHEREAS, staff recommends awarding the contract for the HVAC equipment for the Lodi Public Library to the low bidders, Intech Mechanical, Inc., of Roseville, California, for Bid Item Nos. 1, 2, and 7 and to Joseph H. Schauf Company, of Campbell, California, for Bid Item Nos. 3 and alternative, 4, 5, and 6.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the HVAC equipment for the Lodi Public Library to the low bidders, Intech Mechanical, Inc., of Roseville, California, for Bid Item Nos. 1, 2, and 7 in the amount of \$181,154 and to Joseph H. Schauf Company, of Campbell, California, for Bid Item Nos. 3 and alternative, 4, 5, and 6 in the amount of \$71,157.

Dated: August 6, 2008

I hereby certify that Resolution No. 2008-146 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

CITY COUNCIL

JOANNE L. MOUNCE, Mayor
LARRY D. HANSEN,
Mayor Pro Tempore
SUSAN HITCHCOCK
BOB JOHNSON
PHIL KATZAKIAN

CITY OF LODI
PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

BLAIR KING
City Manager
RANDI JOHL
City Clerk
D. STEVEN SCHWABAUER
City Attorney
F. WALLY SANDELIN
Public Works Director

August 1, 2008

Rolfes Engineering, Inc.
1036 W. Robinhood Dr., Ste. 201
Stockton, CA 95207-5627

Intech Mechanical, Inc.
650 Commerce Drive
Roseville, CA 95678

Joseph H. Schauf Company
225 W. Hamilton Ave.
Campbell, CA 95008

SUBJECT: Adopt Resolution Awarding Contracts for Heating, Ventilation, and Air Conditioning (HVAC) Equipment for Lodi Public Library to Intech Mechanical, Inc., of Roseville (\$181,154) and to Joseph H. Schauf Company, of Campbell (\$71,157)

Enclosed *is* a copy of background information on an item on the City Council agenda of Wednesday, August 6, 2008. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, **P. O. Box 3006**, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to *fill* out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Randi Johl, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Dennis Callahan, Fleet and Facilities Manager, at (209) 333-6800, extension 2690.



F. Wally Sandelin
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk